

AN ORDINANCE approving Contract for Res. 1040-88 Otsego Drive Water Main between Hipskind Concrete Corporation and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

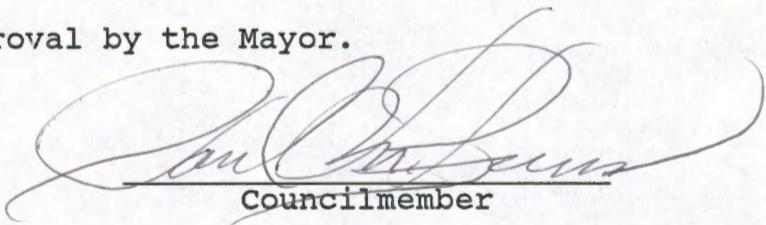
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract for Res. 1040-88 Otsego Drive Water Main by and between Hipskind Concrete Corporation and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

the installation of 3100+ L.F. of 6" ductile iron water main on Otsego Drive from Garden Park Drive northward and eastward to Riverton Drive;

the Contract price is Sixty-Eight Thousand Thirty and 50/100 Dollars (\$68,030.50+/-), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.



Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

CONSTRUCTION CONTRACT

B.O. #126-86

RESOLUTION #1040-88

W.O. #64015

THIS CONTRACT made and entered into in triplicate this _____ day of _____, 1988, by and between HIPSKIND CONCRETE CORP., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called owner;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

For the installation of 3100+ L.F. of 6" ductile iron water main on Otsego Drive from Garden Park Drive northward and eastward to Riverton Drive.

All according to Fort Wayne Water Utility, Drawing No. Y-10632, Sheets 1 thru 4, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The owner shall pay CONTRACTOR for the performance of the contract the unit price sum of \$68,030.50. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR'S Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. thereupon the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Sub-contractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The Successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids for Resolution No. 1040-88.
- b. Instructions to Bidders for Resolution No. 1040-88.
- c. Contractor's Proposal dated April 27, 1988.
- d. Fort Wayne Engineering Department Drawing #Y-10632.
- e. Supplemental Specifications for Resolution No. 1040-88.
- f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
- h. Prevailing Wage Scale.
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond.
- k. Minority/Female Employment Hourly Utilization.
- l. Right-of-Way Cut Permit.
- m. Comprehensive Liability Insurance Coverage.
- n. MBE/WBE Committment Form.
- o. Form 96.

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the OWNER.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insurer acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works and Safety of the OWNER, and her decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within ninety (90) consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this
Agreement the day and year first above written.

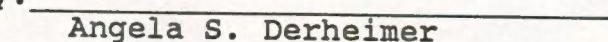
HIPSKIND CONCRETE CORPORATION

By: 
Patrick D. Hipskind, President

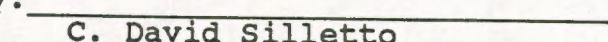
CITY OF FORT WAYNE

By: 
Paul Helmke, Mayor

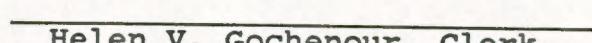
BOARD OF PUBLIC WORKS AND SAFETY

By: 
Angela S. Derheimer
Director of Public Works

By: 
Robert E. Love
Director of Public Safety

By: 
C. David Silletto
Director of Administration
& Finance

ATTEST:


Helen V. Gochenour, Clerk

ACKNOWLEDGMENT

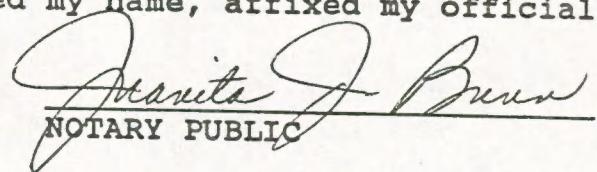
STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State,
this 24th day of MAY, 1988, personally appeared the
within named PATRICK D HIPSKIND, who being by me first duly
sworn upon their oaths say that they are the PRESIDENT
and _____ respectively, of
and as such duly authorized to execute the foregoing instrument and
acknowledged the same as the voluntary act and deed of
HIPSKIND CONCRETE CORP. for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.


NOTARY PUBLIC

JUANITA J. BUNN
Type or Print Name of Notary

MY COMMISSION EXPIRES:

July 13, 1990

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State,
this _____ day of _____, 19____, personally appeared
the within named Paul Helmke, Mayor of the City of Fort Wayne; Angela
S. Derheimer, Robert E. Love, and C. David Silletto, members of the
Board of Public Works and Safety, City of Fort Wayne, Indiana; and
Helen V. Gochenour, Clerk of the Board of Public Works and Safety, City
of Fort Wayne, Indiana, to me personally known, who being by me duly
sworn said that they are respectively the Mayor of the City of Fort
Wayne, the Members and Clerk of the Board of Public Works and Safety of
the City of Fort Wayne, Indiana, and that they signed said instrument
on behalf of the City of Fort Wayne, Indiana, with full authority so to
do and acknowledged said instrument to be the voluntary act and deed of
said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official
seal.

NOTARY PUBLIC

Type or Print Name of Notary

My Commission Expires: _____

Approved by the Common Council of the City of Fort Wayne on
day of _____, 19____.

Special Ordinance No. _____.

Read the first time in full and on motion by Burns,
seconded by Dodd, and duly adopted, read the second time by
title and referred to the Committee on City Utilities (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Conference Room 128, City-County Building,
Fort Wayne, Indiana, on 19, the 19 day
of June, at o'clock M., E.S.T.

DATED: 6-14-88

Sandra E. Kennedy, CITY CLERK

Read the third time in full and on motion by Burns,
seconded by Bradbury, and duly adopted, placed on its
passage. PASSED LOST by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>2</u>			<u>2</u>
<u>BRADBURY</u>	<u>✓</u>			
<u>BURNS</u>	<u>✓</u>			
<u>GiaQUINTA</u>	<u>✓</u>			
<u>HENRY</u>				<u>✓</u>
<u>LONG</u>	<u>✓</u>			
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>STIER</u>				<u>✓</u>
<u>TALARICO</u>	<u>✓</u>			

DATED: 6-28-88

Sandra E. Kennedy

SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. J-98-88
on the 28th day of June, 1988.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Don J. Schmidt
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 29th day of June, 1988,
at the hour of 11:00 o'clock A.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 1st day of July,
1988, at the hour of 2:30 o'clock P.M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

TITLE OF ORDINANCE Res. 1040-88 Otsego Drive Water Main

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE Res. 1040-88 Otsego Drive Water Main is necessary for the installation of 3100+ L.F. of 6" ductile iron water main on Otsego Drive from Garden Park Drive northward and eastward to Riverton Drive.

8-88-0620

Contractor: Hipskind Concrete Corporation

EFFECT OF PASSAGE To facilitate completion of project

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$68,030.50

ASSIGNED TO COMMITTEE

BILL NO. S-88-06-20

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (RESOLUTION) approving Contract
for Res. 1040-88 Otsego Drive Water Main between Highskind
Concrete Corporation and the City of Fort Wayne, Indiana,
in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (RESOLUTION)

BB YES

NO

PAUL M. BURNS
CHAIRMAN

CHARLES B. REDD
VICE CHAIRMAN

Mark E. GiaQuinta MARK E. GIAQUINTA

Samuel J. Talarico SAMUEL J. TALARICO

JAMES S. STIER

CONCURRED IN

6-28-88

Sandra E. Kennedy
Sandra E. Kennedy
City Clerk